

PATENT APPLICATION
Docket No. 16096.6

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of

Khemani, et al.

Serial No.: 10/087,718

) Art Unit
) 1711

Filed: March 1, 2002

Conf. No.: 7476

For: BIODEGRADABLE FILMS AND SHEETS
SUITABLE FOR USE AS COATINGS, WRAPS
AND PACKAGING

Examiner: Ana L. Woodward

Customer No.: 022913

TERMINAL DISCLAIMER

Mail Stop AMENDMENT
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

Declarant, John M. Guynn, represents that he is the Attorney of Record for bio-tec Biologische Naturverpackungen GmbH & Co., KG. ("Biotec"), a corporation of Germany, having a principal place of business at Werner-Heinsenber-Sr. 32, Emmerich, Germany 46446, and that he is authorized to make this Declaration and execute this Terminal Disclaimer on behalf of Biotec. Declarant further represents that Biotec is the assignee of the entire interest, as shown by the Assignment recorded at reel 13362, frame 921, in the records of the U.S. Patent and Trademark Office, of the above-identified application, and also of copending U.S.

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application Serial No. 09/648,471, filed August 23, 2000, now issued as U.S. Patent No. 6,573,340, U.S. application Serial No. 10/087,256, filed March 1, 2002, and U.S. application Serial No. 11/103,999, filed April 12, 2005, which is a continuation of said U.S. application Serial No. 10/087,256. Declarant further certifies that the Assignment recorded at reel 13362, frame 921, has been reviewed by him, and to the best of the Declarant's knowledge and belief, title is in the Assignee seeking to take action.

The Assignee hereby disclaims the terminal part of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term of U.S. Patent No. 6,572,340, and any patents that may issue from U.S. application Serial Nos. 10/087,256 and 11/103,999, and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Patent No. 6,572,340, and any patents that may issue from U.S. application Serial Nos. 10/087,256 and 11/103,999, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors or assigns.

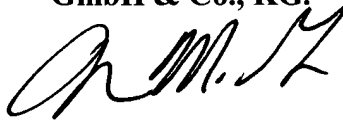
The Assignee does not disclaim any terminal part of any patent granted on the above-identified application that would extend beyond the term of U.S. Patent No. 6,572,340, and any patents that may issue from U.S. application Serial Nos. 10/087,256 and 11/103,999, in the event that U.S. Patent No. 6,572,340, and any patents that may issue from U.S. application Serial Nos. 10/087,256 and 11/103,999 later: (a) expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a); (b) has all claims cancelled by a reexamination certificate; or (c) is

otherwise terminated prior to the expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

Declarant further declares that all statements made herein of Declarant's own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful, false statements may jeopardize the validity of the application or any patent issuing thereon.

Dated this 11th day of October 2005.

**bio-tec Biologische Naturverpackungen
GmbH & Co., KG.**



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